

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: June 21, 2006

Bulk Item: Yes X No     

Division: Budget & Finance

Department: Office of Management & Budget

Staff Contact Person: Salvatore R. Zappulla

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**AGENDA ITEM WORDING:** Approval of an amendment to the Interlocal Agreement dated 11/19/2003 Between Florida Keys Aqueduct Authority (FKAA) and Monroe County to remove the Marathon MSTU.

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**ITEM BACKGROUND:** The FKAA and County entered into an interlocal agreement on November 19, 2003, encompassing a municipal service taxing unit (MSTU) for the Marathon MSTU (Ordinance No. 035-2003) for the purpose of funding the costs associated with wastewater projects within the respective area. The FKAA and City of Marathon entered into an interlocal agreement on October 25, 2005 which authorized the City of Marathon to take full responsibility and obligation for the sewerage and wastewater treatment for the City of Marathon.

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**PREVIOUS RELEVANT BOCC ACTION:**

At the May 2006 meeting the Board tabled the agenda item regarding the repeal of the Marathon MSTU.

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**CONTRACT/AGREEMENT CHANGES:** N/A

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**STAFF RECOMMENDATIONS:** Approval

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**TOTAL COST:** -0-

**BUDGETED:** Yes      No      N/A

**COST TO COUNTY:** -0-

**SOURCE OF FUNDS:**                                 

**REVENUE PRODUCING:** Yes      No N/A **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty.      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**

  
Salvatore R. Zappulla

**DOCUMENTATION:** Included ☒ Not Required      To Follow     

**DISPOSITION:**                                 

**AGENDA ITEM #**

**AMENDMENT TO  
INTERLOCAL AGREEMENT DATED 11/19/2003  
BETWEEN FKAA AND MONROE COUNTY  
TO REMOVE MARATHON MSTU**

THIS AMENDMENT TO INTERLOCAL AGREEMENT (Amendment) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, pursuant to Sec. 163.01, FS, by and between Monroe County, a political subdivision of the State of Florida, (County), and the Florida Keys Aqueduct Authority, an independent special district, (FKAA).

WHEREAS, the parties did, on November 19, 2003, enter into an interlocal agreement encompassing municipal service taxing units for: Marathon MSTU (Ordinance No. 035-2002), Conch Key MSTU (Ordinance No. 036-2002), Bay Point MSTU (Ordinance No. 037-2002), Big Coppitt MSTU (Ordinance No. 038-2002), for the purpose of funding the costs associated with the administration, planning and development of wastewater and reclaimed water projects within the respective MSTU's; and

WHEREAS, pursuant to an interlocal agreement entered between the FKAA and the City of Marathon on October 25, 2005, the FKAA has authorized the City of Marathon to take full responsibility and obligation for the sewerage and wastewater treatment of the City of Marathon; and

WHEREAS, the FKAA and County desire to amend the November 19, 2003, interlocal agreement to reflect the change in responsibilities, obligations, and to authorize any monies collected for the Marathon MSTU and which are not been spent by FKAA and County for Marathon project(s) to be made available to the City of Marathon through a separate interlocal agreement;

NOW, THEREFORE, IN CONSIDERATION of the mutual consideration and promises set forth below, the parties agree as follows:

1. Paragraph 1 of the Interlocal Agreement dated November 19, 2003, shall be amended to delete the Marathon MSTU as of the effective date of this amendment.
2. County will enter into an interlocal agreement with the City of Marathon to disburse for wastewater purposes the monies remaining in the Marathon MSTU after reimbursement of FKAA expenses related to Marathon projects and application of any Marathon MSTU funds for County expenditures related to the Marathon projects. The FKAA shall promptly provide County with invoices for any unreimbursed expenditures payable from the Marathon MSTU funds no later than the effective date of this amendment.

3. All other provisions of the November 19, 2003 interlocal agreement not inconsistent herewith shall remain in full force and effect.
4. This amendment will take effect on the date a copy executed by both parties is filed with the Clerk of the Courts of Monroe County, Florida.

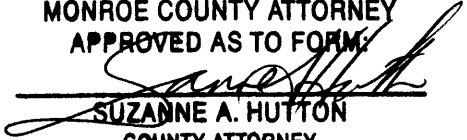
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**BOARD OF COUNTY  
COMMISSIONERS OF MONROE  
COUNTY, FLORIDA**

(SEAL)

**ATTEST:**  
Danny L. Kolhage, Clerk

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor / Chairperson  
MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
SUZANNE A. HUTTON  
COUNTY ATTORNEY  
Date 6/08/06

**THE FLORIDA KEYS AQUEDUCT  
AUTHORITY**

(SEAL)

**ATTEST:**

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Chairman

## **EXHIBIT A**

### **MARATHON MUNICIPAL SERVICE TAXING UNIT AREA**

All of the incorporated municipal limits of the City of Marathon, Florida. Extending from the east end of the 7-Mile Bridge through Grassy Key and generally bounded on the west by Knight Key Channel, on the east by Tom's Harbor Channel, on the north by Florida Bay, and on the south by the Atlantic Ocean (approximate Mile Marker 47 to Mile Marker 60);

LESS AND EXCEPT, Little Venice Wastewater District Service Area which includes the area described as bounded by US Highway 1 on the northwest and by the Atlantic Ocean on the southeast from Vaca Cut to 95' Street along the western side of the Marathon Airport (for purposes of clarification, the Little Venice Wastewater District Service Area includes the areas as described bounded by US Highway 1 on the northwest and by the Atlantic Ocean on the southeast from Vaca Cut to the western boundary of Buttonwood Acres Subdivision according to Plat Book 04, at Page 160, Public Records Monroe County, Florida, and includes all parcels abutting 95" Street); and also

LESS AND EXCEPT, beginning at the point of intersection of the north right-of-way line of US Highway One with the southeast corner of the Marathon Airport, then commencing northerly along the easterly border of the Marathon Airport to the intersection of the south right-of-way line of 6' Avenue (Airport Boulevard), then commencing northerly to the intersection of the north right-of-way line of 6' Avenue (Airport Boulevard) and the southwest corner of the plat of Stirrup Key Bight (as recorded in Plat Book 3, at Page 168 of the Public Records of Monroe County, Florida), then continuing northerly along the west line of the plat of Stirrup Key Bight to the shoreline of Florida Bay, then easterly following the shoreline of Florida Bay to the intersection of the east right-of-way line of 113' Street (Margaret Avenue) to the intersection of 1\* Street (Chester Street), then westerly along 1\* Street (Chester Street) to the intersection of Key Colony Drive, then southerly along Key Colony Drive to the intersection of the north right-of-way line of US Highway One, then westerly along the north right-of-way line of US Highway One to the intersection of the west right-of-way line of 107' Street (Industrial Avenue), then continuing westerly along the north right-of-way line of US Highway One a distance of approximately 60 feet to the point of beginning herein described (sometimes referred to as the "Little Venice Expanded Service Area").

1 inch equals 1 mile

